

SCORE Customer Agreement Country Conditions

1 Introduction

- 1.1 These terms (the "Country Conditions") supplement the agreement entered into by HSBC and the Participating User relating to the SWIFT messaging service (the "Agreement") to which these Country Conditions are attached. These documents should be read together.
- 1.2 Capitalised terms used but not defined in these Country Conditions are as defined in the Agreement.
- 1.3 In these Country Conditions, "Micro-enterprise" shall have the meaning given to it in the Commission Recommendation 2003/361/EC, as amended from time to time.
- 1.4 In the event of any conflict between the Agreement and these Country Conditions, these Country Conditions shall prevail.

2 Information Management Terms

- 2.1 In addition to the Agreement, the Participating User may also have received one or more of the following documents from HSBC setting out its information management terms (the "Information Management Terms"):
 - (a) HSBC's Terms of Business; and/or
 - (b) HSBC's Tax Reporting Obligations Terms; and/or
 - (c) HSBC's Business Banking Terms and Conditions on or after 1 November 2014.
- 2.2 In the event of any conflict between any provision of the Agreement which relates to HSBC's management of information and any Information Management Terms, the Information Management Terms shall prevail.
- 2.3 If the Participating User has not received any Information Management Terms from HSBC, the Agreement shall apply in full until such time as the Participating User receives Information Management Terms.

3 Payment Services

- 3.1 This Clause 3 applies if the Payment Services Regulations 2017 (as amended, restated or re-enacted from time to time) (the "Regulations") apply to the SWIFT Messaging Services being provided under the Agreement.
- 3.2 The Regulations are a set of rules in the United Kingdom which shall apply to certain payment services provided by HSBC to the Participating User. However, these UK Country Conditions only apply to those parts of the payment service carried out within the European Economic Area (the 'EEA') in the following circumstances:
 - (a) where one of the payment services providers of either the payer and the payee is located outside the EEA; or

- (b) the payment services are carried out in a currency other than in euro or a currency of an EEA State that has not adopted the euro as its currency.

In addition 3.3(b) below will not apply to payment services falling within 3.2(a) and (b).

3.3 Instructions

- (a) In order for an Instruction to be properly executed, the Participating User shall provide HSBC with the payee's bank sort code and account number or, where applicable, the bank identification code (BIC) or other relevant identification of the payee's bank and the payee's international bank account number (IBAN) or other relevant account number, and/or such information (if any) as HSBC may advise the Participating User from time to time.
- (b) HSBC shall make a payment on the Participating User's behalf to the relevant payee by the end of the business day following receipt of the Participating User complete Instruction. Where the payment to be made relates to a paper payment order, HSBC shall make the payment on the Participating User behalf to the relevant payee by the end of the second business day following the time of receipt of the Participating User's complete Instruction.
- (c) If the Participating User's Instruction is received after the deadline specified in any reference material provided or made available to the Participating User by HSBC or on a non-business day, HSBC shall assume the Participating User's Instruction has been received on the business day following the receipt of the Participating User's Instruction.
- (d) HSBC shall have the right to stop the use of a payment instrument on reasonable grounds relating to:
 - (1) the security of the payment instrument;
 - (2) the suspected unauthorised or fraudulent use of the payment instrument; or
 - (3) the Participating User's ability to repay any credit advanced to the Participating User.
- (e) If the Participating User receives a payment, HSBC may deduct its reasonable charges, before crediting the Participating User's account with the remaining sum of money. HSBC shall provide the Participating User with the details of the original sum of money received by the Participating User and HSBC deducted charges in the Participating User's bank statement (or by other means agreed with the Participating User).

3.4 Third Party Providers

- (a) In this clause "Third Party Provider" means a payment initiation service provider or account information service provider which is authorised by or registered with the Financial Conduct Authority ('FCA') or another EEA regulator or otherwise permitted by law to access information on accounts and/or give HSBC instructions to make payments from those accounts which are accessible online and which are subject to the Regulations.
- (b) Notwithstanding anything else to the contrary in the Agreement, the Participating User may instruct a Third Party Provider to access information on the Participating User's accounts and/or give HSBC instructions to make transfers from the Participating User's accounts, without the need for a written agreement between HSBC and the Third Party Provider, provided that in either case the Third Party Provider has identified themselves to HSBC and acted in accordance with the requirements of the Regulations. Before entering into an agreement with a Third Party Provider the Participating User must check it is authorised. If the Participating User instructs an unauthorised third party, HSBC will assume it is the Participating User that is authorising HSBC to give access to information about the accounts and the Participating User will be responsible for any payments made as a result. If HSBC is aware that an unauthorised third party is trying to access the accounts, HSBC will block access to the accounts.
- (c) Any instructions from a Third Party Provider shall be deemed to be valid instructions from the Participating User to HSBC for the purposes of these Terms and Conditions and shall be treated in the same way under the Terms and Conditions as an instruction given by the Participating User. This includes the right to refuse an instruction for the reasons set out in the Agreement.
- (d) HSBC may deny a Third Party Provider access to an account where there are justified and evidenced reasons relating to unauthorised use or fraudulent activities by that Third Party Provider. Before doing so, HSBC will inform the Participating User that it intends to deny access and will give reasons for doing so, unless it is not reasonably practicable to do so, in which case HSBC will inform the Participating User immediately afterwards. In either case, HSBC will inform the Participating User in the manner in which HSBC considers most appropriate in the circumstances and will not be obliged to inform the Participating User, where doing so would compromise the reasonable security measures of HSBC or otherwise be unlawful. In the event HSBC denies access to a Third Party Provider HSBC will also notify the FCA.

3.5 Disapplication of regulations

- 3.6 The provisions of the Regulations which are permitted to be disapplied by law, do not apply to the Agreement. If the Participating User is not a Micro-enterprise the provisions which shall not apply, as provided in the clause immediately above, shall include the whole of Part 6 of the Regulations and Regulations 66(1), 67(3) and (4), 75, 77, 79, 80, 83, 91, 92 and 94 of Part 7 of the

Regulations (as from time to time amended, restated or re-enacted). In addition a different time period shall apply for the purposes of regulation 74(1)(notification of unauthorised payments), this period will be 60 days from the date of the relevant statement.

3.7 Amendments and termination

- (a) This Clause 3.7 shall only apply if the Participating User is a Micro-enterprise.
- (b) HSBC may change any provision of the Agreement or it may offer to the Participating User new electronic channels or SWIFT Messaging Services from time to time and where HSBC does so, it will notify the Participating User in writing at least two months before HSBC makes any change to the Agreement or proposes any additional terms applicable to those new electronic channels or SWIFT Messaging Services. The Participating User will be deemed to have accepted any such change if it does not notify HSBC in writing to the contrary before the date any such change comes into effect or if the Participating User continues to access the SWIFT Messaging Services after such date. However, if the Participating User chooses not to accept any change:
 - (1) it may terminate the Agreement at any time before the change comes into effect; or
 - (2) HSBC's notice of the change shall be deemed to be a notice of termination given under the Agreement and the Agreement will terminate the day before any change comes into effect. Should there be any outstanding sums owed by the Participating User under the Agreement, they will become immediately due and payable on termination.
- (c) Notwithstanding anything to the contrary in the Agreement, HSBC may only terminate the Agreement in whole or in relation to the SWIFT Messaging Services by giving the Participating User not less than two months' notice in writing.
- (d) The Agreement will continue until terminated in accordance with its provisions.

3.8 Liability

- (a) This Clause 3.8 shall only apply if the Participating User is a Micro-enterprise.
- (b) The Participating User will be liable up to a maximum of £35 for any losses it incurs in respect of an unauthorised payment transaction or a misappropriation of the security features related to any electronic channel or the SWIFT Messaging Services except that, the Participating User will be liable for all losses incurred in respect of an unauthorised payment transaction or a misappropriation of the security features related to any electronic channel or the SWIFT Messaging Services where the Participating User has acted fraudulently or with intent or gross negligence failed to take reasonable steps to keep those security features safe.
- (c) The Participating User may be entitled to redress for an unauthorised or incorrectly executed payment transaction only if the Participating User informs its electronic channel's help desk or representative without undue delay (and follow any further step(s)

specified in any reference material provided to the Participating User or otherwise made available by HSBC) on becoming aware of any unauthorised or incorrectly executed payment transaction, in any event no later than 13 months after the relevant debit date.

- (d) Subject to Clauses 3.8(b) and 3.8(c) above, where an executed payment transaction was not authorised by the Participating User, HSBC will refund the amount of the unauthorised payment transaction to the Participating User and, where applicable, restore its debited account to the state it would have been in had the unauthorised payment transaction not taken place. For the avoidance of doubt, HSBC's obligation in this Clause 3.8(d) shall take effect notwithstanding anything to the contrary in the Agreement.

3.9 Notifications

- (a) This Clause 3.9 shall only apply if the Participating User is a Micro-enterprise.
- (b) In the event you wish to make a complaint about any payment services covered by the Regulations, you should direct your complaint to your relationship manager. We will reply to any such complaint on paper or by electronic mail.
- (c) If HSBC needs to contact the Participating User about any actual or suspected fraud or security threats, HSBC will do this by emailing or telephoning the Participating User.

Published: November 2017

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Issued by HSBC Bank plc.

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Registered in England No 14259

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